

US EPA RECORDS CENTER REGION 5



523401

## **WHITEWATER TOWNSHIP**

### **AGREEMENT FOR RESTRICTIVE COVENANTS**

**Exemption 6 applies to the entire  
document for redactions**

[REDACTED]

[REDACTED]

# AGREEMENT FOR RESTRICTIVE COVENANTS

Dated: June 15, 1999

Township: Whitewater Township  
5777 Vinton Road  
P.O. Box 159  
Williamsburg, MI 49690

Property  
Owner

( [REDACTED] )

[REDACTED]

Subject  
Property:  
("Property")

Being part of 10156 Munro Road, Section 9, Town 28 North, Range 9 West, situated in Whitewater Township, Grand Traverse County, Michigan; and more fully described as follows: Beginning at the Southwest corner of said Section 9, thence N00°12'51" E along the West Section line 1318.26 feet; thence N89°56'50" W, 495.65 feet; thence S00°12'51" W, 1318.26 feet; thence S89°56'50" E, West along the South line of Section 9; 495.65 feet to the Point of Beginning. Being the West 495.65 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 9 containing 15 acres; excepting any rights-of-way or easements of record.

Tax No. 28-13-109-019-00 (Part)

Also known as: "Williamsburg Receiving & Storage"  
10156 Munro Road  
Williamsburg, MI 49690

THIS AGREEMENT made this 15th day of June, 1999 by Whitewater Township ("Township") and [REDACTED]

[REDACTED] who hereby agree to restrict real property identified and legally described on the Revised Site Plan dated June 7, 1999 which is attached as [REDACTED]

WHEREAS, [REDACTED]

[REDACTED] are Owners of the above described subject property upon which they own and operate Williamsburg Receiving and Storage, and

WHEREAS, the subject property ("the Property") from sometime in the early 1960's to the present has been used for the storage, brining and processing of agricultural products and has been used, from time to time, as a storage warehouse and for other agricultural uses, and

WHEREAS, the Property, as demonstrated (in part) through business documents and Township records, reveals the Property had been used for these purposes and the Property had been considered legal non-conforming (both as to uses and structures); and certain uses were allowed pursuant to Special Use Permit(s), and

WHEREAS, currently there are legal and factual disputes existing between the [REDACTED] and the Township which the parties desire to resolve by way of the following restrictive covenants, and

WHEREAS, the Parties desire to avoid litigation and enter into this Agreement for Restrictive Covenants consistent with the spirit and intent of Whitewater Township Zoning Ordinance ("Ordinance").

NOW THEREFORE, in consideration of the recitals set forth above, the parties agree that this Agreement identifies Restrictive Covenants which control the Property and a Memorandum of Restrictive Covenants shall be recorded with the Grand Traverse County Register of Deeds for the purpose of giving record notice of the existence of this Agreement:

1. That the "existing buildings" located on the attached site plan are allowed to continue to be used for all purposes as set forth herein.
2. That the "existing buildings" are designated as follows on the attached site plan.

A. Building "A" (south building)  
(Size 70' x 140')

B. Building "B" (north building)  
(Size 80' x 100')

3. That upon submission of the proper application for land use permit, the following additions shall be allowed to be constructed.

A. Building "A"

Addition: 45' x 54' - extended truck loading dock

B. Building "B"

Additions:

- i. 120' x 80' - metal building enlargement
- ii. 25' x 200' - covered cooling pad area

4. That the existing Buildings "A" and "B" shall be permitted to be used only for the following purposes:

A. Agricultural uses, e.g. fruit storage, processing, pitting, as a matter of right in this zoning district.

B. Inside storage for compensation of "recreational vehicles" including but not limited to boats, campers, RV's, trailers, and personal watercraft.

5. That the additions to Buildings "A" and "B" shall be permitted to be used for agricultural uses only.

6. That there shall be no expansion and/or extension of the non-conforming use as described in Paragraph 4B.

7. That the [REDACTED] or their assignees or successors in interest shall be entitled to pursue the benefits and protections of the then existing Zoning Ordinance, county, state or federal law, at the time any request an/or Application is submitted. The provisions of this Agreement, to the extent there is a conflict, shall be superseded by the Zoning Ordinance, county, state or federal law/regulation.

8. That any artificial lighting which occurs on the Property shall be shielded so as to ensure, to the extent reasonably practical, the lighting occurs only on the subject premises.
9. That the Township Zoning Administrator shall have the right of inspection of the Property to determine compliance with these conditions upon reasonable notice to the [REDACTED] or their assignees/successors.
10. That any additional brine pits and related equipment shall be permitted upon appropriate Application for Land Use Permit, which shall not be unreasonably withheld.
11. That these restrictions shall run with the land and bind the [REDACTED] and their successors and assigns.
12. That there shall be no on-site repairs and/or maintenance of any recreational vehicles.
13. That there shall be no outside storage of recreational vehicles beyond the temporary outside parking of a recreational vehicle when moving stored items in and out of storage and shall not exceed 72 hours.
14. That the use of the Property and buildings constructed thereon shall be subject to the terms of the Ordinance.
15. That all screening and/or landscaping as identified on Exhibit "A" shall be fully installed on or before October 15, 1999 and shall thereafter be maintained in a healthy growing condition.

16. That there shall be no additional signs, and that all signs must comply with the Ordinance within four years and have appropriate permits.

17. [REDACTED]  
[REDACTED]  
[REDACTED]

18. That an approved site plan and landscape plan as signed and dated this date, shall be incorporated as part of the conditions of this Agreement (see Exhibit "A").

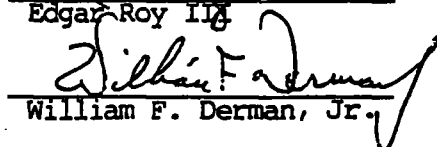
19. That any future buildings, structures, or changes located on the subject property shall require scaled revisions to the site plan attached at Exhibit "A".

20. That there shall be no commercial operation(s) on the subject property other than agricultural uses and inside recreational vehicle storage.

WITNESSES:

PROPERTY OWNER

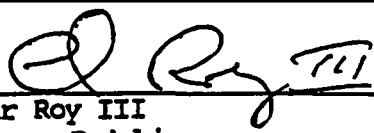
  
Edgar Roy III

  
William F. Derman, Jr.

[REDACTED]

STATE OF MICHIGAN            )  
                                      )s  
COUNTY OF GRAND TRAVERSE )

[REDACTED]

  
Edgar Roy III  
Notary Public  
Grand Traverse County, MI  
My Comm. Exp.: January 17, 2004

WITNESSES:

William F. Derman, Jr.  
William F. Derman, Jr.

Michael J. Turkelson  
Michael J. Turkelson

WHITEWATER TOWNSHIP

By:

Randal Stites  
RANDAL STITES  
Township Supervisor

STATE OF MICHIGAN )

COUNTY OF GRAND TRAVERSE )

Subscribed and sworn to before me, a Notary Public, on this 15th day of June, 1999 by RANDAL STITES, Whitewater Township Supervisor.

William F. Derman, Jr.  
William F. Derman, Jr.  
Notary Public  
For Grand Traverse County, MI  
My Comm. Exp.: Sept. 27, 2002

Drafted by:

DERMAN & TURKELSON  
William F. Derman, Jr.  
P.O. Box 517  
Bellaire, MI 49615  
(231) 533-8692